

**REQUEST FOR PROPOSAL (RFP) INSTRUCTION TO OFFERORS - NB3880C**

**GEMINI NORTH ADAPTIVE OPTICS IMAGER**

**GEMINI OBSERVATORY TELESCOPE  
MAUNAKEA, HAWAI'I**

**INSTRUCTIONS TO OFFERORS (GNAOI-02)**

**ASSOCIATION of UNIVERSITIES for RESEARCH in ASTRONOMY Inc. (AURA)**

**Operating the Gemini Telescope**

**PROPOSALS MUST BE RECEIVED BY**

**Day November 1, 2019 AT 3:00 PM US Mountain Standard Time  
(CLOSING DATE)**

## INTRODUCTION

The Gemini Observatory consists of two 8-meter telescopes; the northern observatory is located on Maunakea in Hawaii, USA (Gemini North), the southern observatory is located on Cerro Pachón, Chile (Gemini South). The Association of Universities for Research in Astronomy, Inc. (AURA) is the managing organization of the Gemini Observatory under a cooperative agreement with the National Science Foundation (NSF). Gemini Observatory Participant nations are the United States of America, Canada, Chile, Brazil, Argentina, and Korea. For more information, visit the Gemini Observatory website at [www.gemini.edu](http://www.gemini.edu). For the purposes of this Request for Proposal (RFP), AURA and Gemini are used interchangeably.

AURA is soliciting proposals to design the Gemini North Adaptive Optics Imager (GNAOI). See the RfP Main Document for background information on this instrument. This project consists of two (2) separately contracted parts. The first part will consist of a Preliminary Design for which Gemini intends to award two or more contracts to separate teams. As a Conceptual Design baseline, proposers may consider the existing Gemini South Adaptive Optics Imager (GSAOI), the design documentation from which Gemini will provide to the selected teams. The second part (the Post-Preliminary-Design) will encompass a critical design, manufacture and test, delivery, and commissioning of the instrument. A proposal for the Post-Preliminary-Design Contract will be part of the final deliverables due under the initial contract. AURA intends to award the Post-Preliminary-Design contract work to one of the teams doing the Preliminary Design. Only teams intending to complete both project parts may submit proposals.

## **TABLE OF CONTENTS**

### **SECTION I - INSTRUCTIONS TO OFFERORS**

- Art. 1. Definitions
- Art. 2. Proposal Procedures
- Art. 3. Communications and Questions
- Art. 4. Review of Documents
- Art. 5. Representations
- Art. 6. Alternate Provisions
- Art. 7. Completion Time
- Art. 8. Evaluation of Proposal
- Art. 9. Rejection of Proposals

### **SECTION - II OFFEROR'S PROPOSAL FOR FIXED PRICE CONTRACT**

(Document must be completed and returned to AURA with the Proposal)

### **SECTION III - PROPOSAL INSTRUCTIONS**

### **SECTION IV - REPRESENTATIONS AND CERTIFICATIONS**

## SECTION I INSTRUCTIONS TO OFFERORS

### ARTICLE 1. DEFINITIONS

1.1 All definitions set forth in the General Provisions of the Draft Contract, attachments and appendices are applicable to these instructions to Offerors.

1.2 The “Request for Proposal Documents” (hereinafter RFP Documents) consist of the following:

- (a) Request for Proposals Main Document
- (b) Instructions to Offerors; (this document)
- (c) Amendments issued prior to receipt of Proposals (if any);
- (d) Draft Contract, including:
  - i. Representations and Certifications
  - ii. Terms and Conditions
  - iii. Statement of Work

1.3 “Amendments” means the written or graphic instruments issued prior to the execution of the Contract which modify or interpret the RFP Documents, including specifications, by additions, deletions, answers to Questions posted on the RFP Webpage, clarifications or corrections.

1.4 "Contract Documents" consist of the following:

- (a) Contract between AURA and the Contractor;
- (b) Representations and Certifications;
- (c) Terms and Conditions;
- (d) Statement of Work;
- (e) Drawings;
- (f) Specifications;
- (g) Amendments and all modifications incorporated in the documents before their execution.

1.5 “AURA” means the Association of Universities for Research in Astronomy, Inc., an Arizona non-profit corporation. The term "AURA" includes its authorized representatives. AURA operates the Gemini Telescope and is engaged in managing, operating and maintaining observatories and related activities for research in the field of astronomy. AURA desires to enter into a Contract to design the **GEMINI NORTH ADAPTIVE OPTICS IMAGER (GNAOI)** for the Gemini Telescope as described in the Statement of Work.

1.6 “Foundation” means the National Science Foundation, an agency of the United States of America created under the National Science Foundation Act of 1950. The term "Foundation" includes its authorized representatives.

1.7 “Offeror” means the institution, person, authorized representative(s), or organization submitting a proposal, and if awarded, shall perform the Work described in the Contract as the “Contractor.”

1.8 “Contractor” means the institution, person, authorized representative(s) or organization responsible for the completion of the Work. If a proposal is submitted on behalf of multiple parties, the term “Contractor,” shall apply to the party or parties responsible for completion of the Work.

1.9 “Work” means those tasks, requirements, and obligations described in the Statement of Work as included in the Contract Documents.

1.10 “Subcontractor” means a person or organization, with a direct agreement with the Contractor to furnish labor, or labor and materials, in support of the Statement of Work. The term also includes lower tier contractors of a Subcontractor, but it does not include suppliers who furnish materials not worked to a special design according to the drawings and specifications. Nothing contained in the Contract Documents shall be deemed or construed to create any contractual relation between AURA and any Subcontractor as defined above.

1.11 "Closing Date" means the specified date and time by when all proposal documents must be received by AURA.

## **ARTICLE 2. PROPOSAL PROCEDURES**

2.1 Proposals shall be prepared on the forms provided in Section II and submitted in accordance with these RFP Instructions. **Section II, Offeror’s Proposal Document, must be completed in its entirety and submitted to the address indicated in Paragraph 2.5 below.** The Offeror’s price information shall be in accordance with the instructions and format provided in Section III. **Any proposal or part of a proposal not conforming to the specified formats shall be cause to reject the entire proposal.**

2.2 a. Prices quoted in the proposal(s) shall not include all federal, state and local taxes due to tax exempt status.

b. Prices quoted in the proposal(s) shall include furnishing of all transportation, materials, equipment, tools, supplies, labor and services necessary or proper for performance and completion of the Work, except such as may be otherwise expressly provided for in the RFP documents.

2.3 In the event of discrepancy between the prices quoted in the RFP in words and those quoted in figures, the words shall control.

2.4 Proposals in electronic format shall be submitted in PDF (.pdf) for the entire proposal, not later than the scheduled Closing Date. Proposals may also be submitted in hard copy format on 8.5" x 11" white bond paper using double spaced, single or double sided, single column printing using no smaller than 12-point type, with no smaller than 0.75" margins.

2.5 A proposal may be deemed non-compliant if the entire submission package has not been received at the designated location by the Closing Date. Proposals may be delivered or mailed to:

Barbara Peterman, Contracts Officer  
AURA  
950 N. Cherry Avenue  
Tucson, AZ 85719  
Email: gnaoi\_rfp@gemini.edu

Submissions sent via USPS, FedEx or other commercial courier services must arrive at AURA on or before the Closing Date. Postmark or air bill pick up date will NOT be considered as evidence of delivery compliance.

2.6 Offeror may withdraw its proposal, either personally or by written request, at any time prior to the Closing Date.

2.7 Offeror's proposal shall be valid for at least one hundred twenty (120) days from the Closing Date.

### **ARTICLE 3. COMMUNICATION AND QUESTIONS**

3.1 Any questions or requests for clarification of this proposal must be directed to the Contracts Officer as described in Article 2.5. Questions must be submitted by email and must be received at least three (3) business days before the Closing Date. All questions and responses from any Offeror will be provided to all parties via the Gemini website. Any question not conforming to this format will be disregarded.

3.2 See further direction in Section III article 4

### **ARTICLE 4. REVIEW OF DOCUMENTS**

4.1 AURA reserves the right to make additions, deletions, or modifications to the RFP Documents in writing by amendment at any time prior to the closing date. If, in the opinion of AURA, any such change causes an increase in the time required for submission of proposals, AURA may, at its sole discretion, adjust the Closing Date in the form of an Amendment posted on the Gemini website.

4.2 Offerors shall examine the RFP Documents carefully. Any request for interpretation or correction of any ambiguity, inconsistency, or error that Offeror discovers must be made as per Article 3, not later than three (3) days prior to the Closing Date.

4.3 All interpretations and corrections to the RFP or the Contract Documents will be issued in the form of an Amendment posted on the Gemini website. Offerors shall not rely on any interpretation or correction to the RFP or Contract Documents given by any other method.

4.4 Prior to receipt of proposals, addenda, if required, will be posted on the Gemini website.

4.5 The failure of Offeror to receive or examine any form, instrument, amendment or other document, or failure to acquaint itself with existing conditions shall not relieve Offeror from obligations and responsibilities with respect to its proposal or to the Contract. The submission of a proposal will be taken as prima facie evidence of compliance with this section.

## **ARTICLE 5. REPRESENTATIONS**

5.1 Offeror, by submitting a proposal, represents that it is familiar with existing conditions under which the Work will be performed, including, but not limited to, environmental, cultural and operational requirements.

5.2 a. Offeror, by submitting its proposal, represents that it has read and understands all the RFP Documents and by submitting a proposal acknowledges acceptance of all of the Terms and Conditions of the RFP Documents as defined in Section 1.2 of these Instructions.

b. Any exceptions to the Contract Documents by Offeror shall be stated in writing on Offeror's letterhead and submitted with its proposal with clear and concise justification(s). Offeror shall provide alternative wording for consideration by AURA.

c. Offeror, by submitting a Proposal, certifies that the Contract Documents, including the Terms and Conditions and SOW, have been reviewed and accepted by the contract's representative of the Offeror, or has noted such exception with its Proposal.

5.3 Offeror shall submit a resolution giving evidence of its qualification of corporate signature authority.

## **ARTICLE 6. ALTERNATE PROVISIONS**

6.1 Offeror represents that its Proposal is based upon the specifications, terms and conditions described in the RFP documents, unless alternative provisions are expressly permitted by an Amendment.

6.2 A proposal containing an alternate provision(s) shall be accompanied by full and complete justification and technical description of the alternate provisions(s) along with a detailed cost analysis of the differences between the alternate and original provisions. AURA reserves the right to request such other additional information as may be required for approval either before or after receipt of proposals.

6.3 Failure to provide justification or technical descriptions for approval purposes may be cause to reject the proposal.



## **ARTICLE 7. COMPLETION TIME**

Offeror shall specify in its proposal the time required to complete the work described. In no case may time requested exceed 5 months. The time of performance shall be dated from receipt of a Contract, and all costs included in the proposal shall be for the Work to be completed within that period.

## **ARTICLE 8. EVALUATION OF PROPOSAL**

8.1 Proposals will be opened and evaluated privately by AURA after the Closing Date.

8.2 Proposals will be evaluated according to the Source Selection Plan on the following major factors as described in Section III, 3 Proposal Evaluation and Selection Process and Criteria:

- Technical Criteria
- Price
- Schedule
- References
- Experience

Evaluation criteria will also consider whether a bidder is located within a Gemini partner country.

8.3 All proposal documents received will be considered confidential and will not be released except as needed to complete the evaluation and selection process.

8.4 The award of the Contract(s), if any, made by AURA, will be made to the Offeror(s) that presents the best value. AURA reserves the right to determine, at its sole and exclusive discretion, which proposal, if any, best meets the “best value” requirement and whether it is in the best interests of AURA to accept the proposal. Therefore, Offeror shall ensure that all requested information is included in its proposal.

## **ARTICLE 9. REJECTION OF PROPOSALS**

9.1 AURA reserves the right to accept or reject any or all proposals or any combination thereof, to withhold an award for any reason it may determine, or to waive any irregularities or informalities in the proposals or in the submission of proposals.

9.2 All submitted proposals shall become the sole and exclusive property of AURA.

9.3 AURA may reject any Offeror’s proposal if it does not contain the required signatures.

**SECTION II**

**OFFEROR'S PROPOSAL for FIXED PRICE CONTRACT**

DATE: \_\_\_\_\_

TO:           AURA Contracts Office  
              950 N. Cherry Avenue  
              Tucson, AZ 85719

FROM:       \_\_\_\_\_  
              (Legal Name of individual, firm or corporation bidding)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

1. By submitting this Proposal the Offeror accepts all of the terms and conditions of the RFP Documents (as applicable) as defined in 1.2 of the Instructions to Offerors.
2. In compliance with AURA's Request for Proposal No. NB3880C, the Offeror hereby proposes to furnish all labor, materials, equipment and supplies to perform the Work to design the **GEMINI NORTH ADAPTIVE OPTICS IMAGER (GNAOI)** in accordance with the Specifications, pertinent Contract Documents and Statement of Work.
3. Offeror's Proposal Submittal shall include the following and follow the guidelines and instructions within Section III, 1 Proposal Content:
  - A. A Cover Sheet contracting General Information (RFP Number, Proposal Title name/address of the firm, Technical and Administrative points of contact, DUNS number, Teamed Organizations if any, and any other pertinent information);
  - B. An abstract summarizing the proposed effort, not to exceed 500 words;
  - C. The Technical Proposal, which shall address:
    - a. Relevant Technical Experience of Offerors
    - b. Relevant Technical Experience and Role of any proposed subcontractors

- c. Names, resumes, and role of Key Technical Personnel
- d. A minimum of 5 references on project of a similar size, complexity and nature
- e. Unique Qualifications
- f. Preliminary Project Plan including project schedule and proposed milestone payments
- g. Proposed Deviations from Requirements with justifications and impact on Price and Schedule; and

D. Any other relevant information.

4. In accordance with the above completion schedule (Paragraph 3) and enclosed specifications, the Offeror hereby proposes to accomplish the work described above for a total of:

\_\_\_\_\_ DOLLARS (\$)

**MILESTONE PAYMENT SCHEDULE**

The following table represents the expected Milestone Payment Schedule for this Work. Offerors may propose deviations from this table with suitable justification. The sum of all payments must equal the full Contract Cost.

<b>Milestone</b>	<b>Month</b>	<b>Value (\$ or %)</b>	<b>Cumulative Value</b>
1- Kick-off meeting	1st	20%	20%
2- Completion of End-of-Stage Review	6th	80%	100%

## SECTION III

### PROPOSAL INSTRUCTIONS

#### 1. **Proposal Content**

Proposers should read the entire GNAOI RFP Documentation Set before submitting a proposal.

- a) The proposal shall be no longer than 40 pages, excluding any of the optional named Appendices. Proposers may provide relevant information they may already have or can reasonably produce within these Appendices. The Appendices are an opportunity to highlight pre-existing mature elements of the proposal.
- b) Proposals must include the following named sections (listed in boldface below) that each include the information requested in the bullet points. Proposals must be consistent with the Preliminary Design Statement of Work (Document GNAOI-04) and should directly address the evaluation criteria described in this document.

**Executive Summary:** a one-page summary of the proposal highlighting the instrument capabilities, project schedule, and budget.

**Scientific Motivation:** A brief summary of the relevant scientific work of the proposing team and the science they expect to do with GNAOI once commissioned.

**Technical requirements, functionality and instrument design:**

- Provide a top-level description of envisaged operating modes.
- Present a top-level description of the proposed instrument's design and functionality.
- Provide a list of performance/error budgets (include details in Appendix A).
- Provide any additional top-level instrument requirements derived from the science cases (include details in Appendix B).
- Provide brief descriptions of the instrument's major subassemblies.
- Provide brief descriptions of the instrument's optical, opto-mechanical, electrical and software designs.
- Provide relevant and available layouts of the instrument's major subassemblies.
- Identify areas of technical risk and describe intended approaches to reduce risk (include details in Appendix F).
- Identify technical trades to be considered during the preliminary design stage.

**Project and Technical Management:**

- Provide a summary of the project schedule (include details in Appendix C).
- Provide a summary of the budget (include details in Appendix D).
- Provide a rough order of magnitude absolute cost of the delivered proposed instrument and describe the basis of estimate.
- Provide a summary of the work breakdown structure (include details in Appendix E).
- Provide a project organizational chart.
- Identify key personnel roles, areas of expertise, home institutes and their responsibilities within the project.
- Outline the project's communication plan.
- Provide a description of the project's overall risk management approach.
- Provide a summary of the project's key risks and mitigation plans (include details in Appendix F).
- Provide a description of the systems engineering methodology approach for the project.
- Provide a description of the project management methodology and tools for the project.

**Organization, Infrastructure, and Heritage:**

- Provide an introduction to the main organization named in the proposal.
- Provide the institutional motivation behind submitting this proposal.
- Describe the available facilities relevant to executing this project.
- Describe the relevant experience, knowledge and strengths of the organization, especially demonstrated past successes in similar projects.
- Describe the relevant experience, knowledge and strengths of each key member, especially demonstrated past successes in similar projects.
- Summarize key relevant scientific and technical publications for key team members.
- Describe how the organization is structured with respect to project management and systems engineering functions.
- Describe the organization's procurement process, including such factors as complexity, levels of approval, and departments involved.
- Provide a description of other organizational project support including accounting, contracts, finance, and travel.

**Appendix A: Performance and Error Budgets (no page limit)**

Provide budget structures, elements and values if possible. See SOW, section A.2.

**Appendix B: Requirements (no page limit)**

Provide any detailed requirements you have. See SOW, section A.5.

**Appendix C: Schedule (no page limit)**

Provide a detailed project schedule or Gantt chart. See SOW, section A.1.

**Appendix D: Cost Breakdown (no page limit)**

Provide a detailed cost breakdown. See SOW, section A.1.

**Appendix E: Work Breakdown Structure (WBS) (no page limit)**  
Provide a detailed WBS. See SOW, section A.1.

**Appendix F: Risk Assessment (no page limit)**  
Provide a detailed risk register. See SOW, section A.1.

## 2. Proposal Format and Submission

- a. AURA will only accept proposals from a single contractor. If multiple institutions are involved, one must act as the lead institution and contract with AURA for this work.
- b. For PDF submissions, and where signatures are required in the Proposal Form, proposer may effectively sign by either:
  - Electronically signing a PDF file using the Adobe Acrobat Digital Signature Tool; or
  - Signing a hard copy, scanning the signed page to PDF, and attaching the signature page to the main document.
- c. Proposers must download and complete the Proposal Form, Representations and Certifications Section IV, (Document GNAOI-02), answer all the questions, and provide all the requested information and documentation. An appropriate administrative official with contractual authority must demonstrably review, approve, and sign the proposal. Where relevant, provide equivalent assurances from all subcontractors.
- d. Acknowledgement of Proposals: Receipt of proposals will be acknowledged by email within 3 working days following the deadline for submitting proposals. Please contact the AURA Contracts Officer if an acknowledgement has not been received. AURA reserves the right to accept proposals submitted after the Closing Date, if it can be documented that the failure to meet the deadline was due to technical problems with the transmission of the proposal by email.
- e. Modification of Proposal: No oral modifications to proposals will be considered. Proposals that have already been submitted may only be modified by means of submitting a replacement proposal before the deadline for receipt of proposals. Proposals may not be modified after the Closing Date.
- f. Proposal Representations: By submitting a proposal the institute is representing that it has carefully examined this RFP and its referenced documents, understand all aspects of the work, and is not aware of any ambiguities in the scope of work or specifications that may affect the proposed price or schedule. By submitting the proposal, the institute is also representing that:
  1. It has the technical and management capabilities to perform the work in a timely and competent manner.

2. It is not aware of any pending legal, financial, or other action that could have a material detrimental effect on the institute's ability to perform the work in a timely manner.
3. It has the financial resources reasonably required to complete the work in a competent and timely manner.
4. It has the proposed facilities, tools, staff effort, and equipment necessary to perform the work in a timely and competent manner.



### 3. Proposal Evaluation and Selection Process and Criteria

Gemini shall organize an evaluation panel to assess the Preliminary Design proposals. AURA shall internally review contract objections and any proposed Statement of Work modifications.

**Evaluation Panel:** Gemini will select a team of non-conflicted experts to serve on the Evaluation Panel. This panel will likely include representatives from Gemini, the Gemini Board, and the Science Technology and Advisory Committee. The panel will assess each proposal based on the Evaluation Criteria, producing a ranked list of proposals.

**Evaluation Criteria:** The evaluation criteria and their weights are listed below:

a. Membership in Gemini Partnership (Weight 30%)

Is the proposing institution located in a Gemini Participant country?

b. Technical Competency (Weight 25%)

Considering the entire set of information contained within the proposal, how confident are we that the team possesses the technical competence to deliver the instrument with the specified core set of capabilities? Will the proposed design likely deliver the required core set of capabilities?

Considerations should include but not be limited to: (considerations not weighted)

- The team's relative knowledge and experience in building a facility-class astronomical instrument for an 8m-class telescope.
- The infrastructure and heritage of the institute building the proposed instrument.
- The level of technical risk in the proposed instrument design.
- The heritage of the proposed instrument design.
- The experience of the Principal Investigator and Project Scientist and their science interests relevant to the core capabilities.
- The scientific motivation for the proposed instrument team in relation to delivering a facility class instrument.
- Technical management, including requirements, performance and error budgets, etc.
- The suitability and availability of facilities needed to complete the instrument.
- The project structure (include work breakdown structure) and communication.
- How well the envisioned operating modes meet the core science cases within the Gemini environment.
- Organizational support related to project and technical management.
- The technical depth of the proposing team.
- The quality of the proposed design.

### Meeting Schedule [Weighting 25%]

Considering the entire set of information contained within the proposal, how confident are we that the proposer will be able to deliver the Preliminary Design and instrument on the required schedule?

Considerations should include (but not be limited to): (considerations not weighted)

- The proposer's record of delivering similar projects (through commissioning) on time. (Proposer should provide evidence of past project completion records compared against original contract deadlines).
- The method of schedule creation, control, and monitoring for this project and the potential follow-on project.
- Organizational support and tools related to schedule control and monitoring.
- The proposed design's level of maturity and risk.
- Schedule risk; is the project schedule realistic?
- The schedule reserve; Is the amount of reserve appropriate and well justified given the project's risk assessment?
- Schedule reserve management; Is the schedule reserve appropriately funded? Is there a plan to actively manage the schedule by using additional resources, if necessary?
- The project's critical path; has it been correctly identified?

### 4) Cost and Budget [Weighting 20%]

What is the expected absolute cost of the proposed instrument? Considering the entire set of information contained within the proposal, how confident are we that the proposer will be able to deliver the Preliminary Design and the proposed instrument within budget?

Considerations should include (but not be limited to): (considerations not weighted)

- The proposer's record of delivering similar projects (through commissioning) within budget. (Proposer should provide evidence of past project cost records compared against original contract budgets.)
- Thoroughness of the Preliminary Design cost estimation.
- The risk assessment and risk mitigation budget; is the budget considered realistic?
- How high is the overall budget risk?
- Budget management. Is there a well-understood plan for using the risk mitigation budget versus the schedule or scope reserves? Is there an effective system to track liens on and uses of the risk mitigation fund? Is there an effective system in place to manage project costs?
- Organizational support and tools related to accounting, finance, and procurement.

**Selection:** Gemini will make a selection after considering the following: contract objections, the Evaluation Panel report, and proposed statement of work changes. Prior to selecting, Gemini

may choose to visit the proposer's facility to clarify any questions or uncertainties about the proposal.

Once the selection process has concluded, AURA will notify each team of its status. The selected organizations will enter a period of contract negotiation. If all differences can be resolved within 21 days, AURA will submit the negotiated contracts for approval. If differences cannot be resolved with the preferred teams, AURA may begin the process with another team. To ensure fairness and ease scheduling of the design review, AURA intends to start the Preliminary Design Work of all selected teams at the same time.

#### 4. Communication and Questions

- a) Direct questions or requests for clarification about this RFP to:

Barbara Peterman  
AURA Contracts Officer  
Association of Universities for Research in Astronomy, Inc.  
950 N. Cherry Avenue  
Tucson, AZ 85719  
Email: gnaoi\_rfp\_submit@gemini.edu

- b) General procedural questions may be handled by telephone. Questions or requests for clarification regarding the scope of work, requirements, or specifications must be submitted by email and must be received at least 3 working days before the proposal due date. Answers and clarifications that modify or clarify any of the documents included in this RFP will only be made in writing; proposers shall not rely on verbal answers or clarifications. AURA may decide to share any questions and their answers with all of the proposers by issuing a supplement to the RFP.
- c) To ensure that all proposers receive the same information, clarification or direction by other persons at AURA or the Gemini Observatory is not permitted during the RFP process. Proposers may not contact any other person at AURA or Gemini regarding this procurement without express permission from the AURA Contracts Officer. Proposers may be disqualified from participating in this procurement if they attempt to communicate about this procurement with AURA or Gemini personnel other than the AURA Contracts Officer.
- d) RFP Documentation Set modifications will be made only by means of written amendments to the RFP issued by the AURA Contracts Officer. Verbal amendments will be void. An addendum may be issued to amend and/or clarify certain information contained in the RFP. Addenda will be issued to all proposers via email and will also be posted to the GNAOI website. All information contained in an addendum is binding on all proposers who respond to this RFP. Changes/additions will be highlighted with new language underlined and marked in bold (e.g., **word**) and language deleted marked with a strikeout (e.g., ~~word~~).
- e) AURA will make a good faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) working days.

**SECTION IV  
ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, Inc.**

**REPRESENTATIONS AND CERTIFICATIONS**

(Must be completed and returned)

Date: \_\_\_\_\_

The Contractor, by checking the appropriate boxes, makes the following representations and certifications:

**A. REGULAR DEALER-MANUFACTURER**

It is a ( ) regular dealer in, ( ) manufacturer of, the items offered.

**B. SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS SUBCONTRACTING**

Pursuant to the terms of our Agreement with the Government and applicable Federal Procurement Regulations 1-1.701, AURA is required to maintain a Small Business and Small Disadvantaged Business Subcontracting Program. You are therefore requested to check the appropriate blocks below:

Business Size (Check One)

- ( ) Small                      A domestic concern that is independently owned and operated, is not dominant in the field of its operations, qualifies under the criteria covering annual receipts set forth in Section 3 of the Small Business Act and does not employ more than 500 employees.
- ( ) Large                      A domestic concern which, including domestic and foreign divisions and affiliates, normally employs 500 or more persons, is independently or publicly owned or controlled and operated, and which may be a division of another domestic or foreign concern.

Business Classification (Check as many as are applicable)

- ( ) Minority                      51% of business or stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one more of such individuals.
- Socially and economically disadvantaged individuals including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian

Americans and other minorities, or any other individual found to be disadvantaged pursuant to Section 8(a) of the Small Business Act.

Native Americans include American Indians, Eskimos, Aleuts, and native Hawaiians. Asian-Pacific Americans includes U. S. citizens

whose origins are Guam, the U. S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan.

For assistance in determining your business size and socially and economically disadvantaged status, contact the nearest office of the Small Business Administration.

Women-Owned  
a  
A business that is at least 51% owned, controlled and operated by woman or women.

**Note:** Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

Non-Profit  
under  
A business or organization that has received non-profit status under IRS Regulation 501(c)(3).

Public  
a  
An agency of the Federal or State Government Sector or municipality.

Sheltered  
A sheltered workshop or other equivalent business basically employing the handicapped.

Handicapped  
handicapped  
A business that is owned, controlled and operated by a person(s).

Foreign  
an  
A concern which is not incorporated in the United States or unincorporated concern having its principal place of business outside the United States.

Business Status (Check One) - For IRS Reporting Requirements

Corporation  
as  
A business entity that is registered with a state in the United States as a corporation, including non-profit corporations but excluding professional corporations.

Other  
An individual, or other business entity that is not a registered corporation. This includes corporations, independent contractors, partnerships, and the like.

Indicate your:

D-U-N-S

No.

Federal	Emp.	ID	#
	or		
Social		Security	#
SAM	Registration	(Yes	or No)

**WARNING:** Failure to provide this information may require that we withhold 20% of your payments and may result in fines imposed by the IRS.



**C. DEBARMENT/SUSPENSION STATUS**

Contractor certifies to the best of its knowledge and belief that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
- d) have not within a three-year period preceding this proposal for bid had one or more public transactions (Federal, state or local) terminated for cause or default.

The Contractor agrees to provide immediate notice to the AURA Contracting Officer in the event of being suspended, debarred, or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the bid or offer, but prior to the award of the purchase order or contract.

**CERTIFICATION**

The Contractor hereby certifies that it has read the above **Debarment/Suspension Status** requirements and that it understands and will comply with these requirements.

Please advise this facility as soon as possible when the status of your company changes from that indicated above.

Contractor's Name (printed or typed)

Address

Signature of Authorized Representative      Date

Title of Authorized Representative

**D. QUALIFICATION OF CORPORATE SIGNATURE**  
(to be completed if Contractor is a corporation)

\_\_\_\_\_, incorporated in  
the (Name of Corporation)

state (country) of \_\_\_\_\_.

RESOLVES THAT:

\_\_\_\_\_,  
(Name) (Title)

of this corporation is hereby authorized, empowered and directed, for and on behalf of this corporation and its corporate name, to make and execute bids, offers and contracts binding upon this corporation for supplies and services required or rendered by this corporation in the course of this business in an amount up to:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

CERTIFICATE

I hereby certify that I am a duly elected and qualified \_\_\_\_\_, of the above  
named

(Title)

corporation, that the foregoing is a true and correct statement of a resolution adopted at a meeting of the Board of Directors of said corporation, and that the foregoing resolution is in full force and effect and has not been repealed, amended, or canceled.

IN WITNESS WHEREOF I have hereunto set my hand on behalf of said corporation.

(Signature of Authorized Representative)

Date

**E. QUALIFICATION OF LIMITED LIABILITY COMPANY SIGNATURE**  
(to be completed if Contractor is a limited liability company)

\_\_\_\_\_, organized in  
the (Name of Limited Liability Company)  
state (country) of \_\_\_\_\_.

**RESOLVES THAT:**

\_\_\_\_\_,  
(Name) (Title)

of this limited liability company is hereby authorized, empowered and directed, for and on behalf of this corporation and this limited liability company and its limited liability name, to make and execute bids, offers and contracts binding upon this limited liability company for supplies and services required or rendered by this limited liability company in the course of this business in an amount up to:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

(Printed Name and Title)

(Signature of Authorized Representative)      Date

**F. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (31 U.S.C. §1352)** (To be signed with each bid or offer exceeding \$100,000.00)

Contractor certifies, to the best of its knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions to the [as amended by "Government wide Guidance for New Restrictions on Lobbying, "61 Fed. Reg. 1413 (1/19/96). Note Language in paragraph (2) herein has been modified in accordance with Section 10 of the lobbying disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S. C. 1601 et seq.)].
3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

**CERTIFICATION**

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, contractor understands and agrees that the provisions of 31 U.S.C. A3801 *et seq.*, apply to this certification and disclosure, if any.

(Printed Name and Title)

(Signature of Authorized Representative)

Date

**G. CONFLICTS OF INTEREST CERTIFICATION**

- (a) Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a proposed contract and the prospective contractor's organizational, financial, contractual or other interest are such that:
  - (i) Award of the contract may result in or be the result of an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested AURA to make a determination with respect to this Contract.
- (b) Contractor agrees that if, after award, it discovers an organization conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the AURA Contracts Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The AURA Contracts Officer may, however, terminate the contract for the convenience of AURA, if it would be in the best interests of AURA to do so.
- (c) In the event the Contractor was aware of an organization conflict of interest before the award of this contract and intentionally did not disclose the conflict to the AURA Contracts Officer, the AURA Contracts Officer may terminate the Contract for default.
- (d) Contractor shall require a conflict of interest disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to AURA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in such consultant agreements or subcontracts involving performance of work under this Contract.

I declare under penalty of perjury that all statements and information contained in this document and any accompanying documents are true and correct, with full knowledge that all statements made in this document and any accompanying documents are subject to investigation and that any false or dishonest answer to any question may be grounds for disqualification from this solicitation or termination of any award and expose me and the represented organization to both civil and criminal liability.

(Printed Name and Title)

(Signature of Authorized Representative)    Date

G. DECLARATION

I declare under penalty of perjury that all statements and information contained in this document and any accompanying documents are true and correct, with full knowledge that all statements made in this document and accompanying documents are subject to investigation and that any false or dishonest answer to any question may be grounds for disqualification from this solicitation and expose me and the represented organization to both civil and criminal liability.

(Printed Name and Title)

(Signature of Authorized Representative)      Date